

**GENERAL APPOINTMENT OF AGENT
AND**

POWER OF ATTORNEY

Agere Systems Inc., for itself and its subsidiaries, and as successor in interest to patents of Agere Systems Inc., hereby appoints:

Ian M. Hughes, Reg. No. 41,083
Mark Kurisko, Reg. No. 38,944
Marie MacNichol, Reg. No. 35941
Scott W. McLellan, Reg. No. 30,776
David L. Smith, Reg. No. 30,592
Lloyd Sadler, Reg. No. 40,154
John P. Veschi, Reg. No. 39,058
David A. Sasso, Reg. No. 43,084
Chad Hilyard, Reg. No. 40,647

as agents and attorneys to act on Agere Systems Inc.'s behalf before any competent National and International Authorities in connection with any and all patents and patent applications filed by Agere Systems Inc., its wholly-owned subsidiaries or its predecessors, or otherwise issued or pending in the name of Agere Systems Inc. or any of its wholly-owned subsidiaries or predecessors, with the power to further appoint agents, and grant powers of attorney in connection therewith.

Agere Systems Inc.

By: J. P. Veschi
John P. Veschi
Vice President - Intellectual Property & Law

Date: November 4, 2005

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EXECUTION COPY

PATENT ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS GUARDIAN CORP.

Dated as of January 30, 2001

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment"), effective as of January 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America, ("ASSIGNOR") and Agere Systems Guardian Corp., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109, United States of America ("Agere Systems Guardian").

RECITALS

A. WHEREAS, the Board of Directors of ASSIGNOR has determined that it is in the best interests of ASSIGNOR and its stockholders to separate ASSIGNOR's existing businesses into two independent businesses;

B. WHEREAS, ASSIGNOR presently owns or controls certain patents, patent applications, and invention submissions listed in the attached Appendices A and B (hereinafter "TRANSFERRED PATENTS") and;

C. WHEREAS, in furtherance of the foregoing separation, ASSIGNOR desires to transfer, assign, convey, deliver and vest all of its interests and rights in TRANSFERRED PATENTS for all countries, jurisdictions and political entities of the world, to and in Agere Systems Guardian;

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR, subject to existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver, and agrees to assign, convey, transfer and deliver to Agere Systems Guardian, its successors, assigns and legal representatives or nominees, ASSIGNOR's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all TRANSFERRED PATENTS listed on Appendices A and B, and corresponding counterpart foreign patents and patent applications, with respect to which, and to the extent to which, ASSIGNOR now has or hereafter acquires the right to so assign, convey, transfer and deliver. Agere Systems Guardian recognizes that ASSIGNOR holds only bare legal title to the TRANSFERRED PATENTS listed in Appendix A (which lists the United States Patents and patent applications previously exclusively licensed to Lucent Technologies Microelectronics Guardian Corp.).

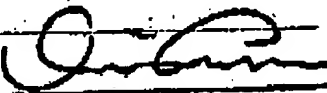
ASSIGNOR and ASSIGNEE recognize that the patents listed in Appendices A and B may inadvertently include patents that are owned by various subsidiaries of ASSIGNOR, including Agere, Inc., Ortel Corporation, Optimay Corporation, Herrmann Technology, Inc., and Enable Semiconductor, Inc. Ownership of such patents shall not be affected by this Patent

Assignment, and ASSIGNEE agrees that any such patents shall be deemed deleted from Appendices A and B.

ASSIGNOR agrees that, upon request it will, at any time without charge to Agere Systems Guardian, but at Agere Systems Guardian's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for vesting title to TRANSFERRED PATENTS in Agere Systems Guardian, its successors, assigns and legal representatives or nominees; including but not limited to any acts which may be necessary, desirable or convenient for claiming said rights and for securing and maintaining patents for said inventions in any and all countries and for vesting title thereto in Agere Systems Guardian and its respective successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this PATENT ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

LUCENT TECHNOLOGIES INC.

By: 
Daniel P. McCurdy
President, Intellectual Property Business

AGERE SYSTEMS GUARDIAN CORP.

By: 
Fred M. Romano
President

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)
COUNTY OF SOMERSET) ss:

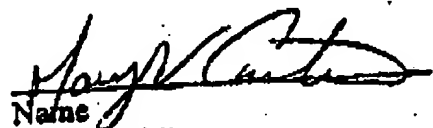
I CERTIFY that on January 30, 2001, Daniel P. McCurdy personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as President - Intellectual Property Business of Lucent Technologies Inc.; and
b.) this Patent Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



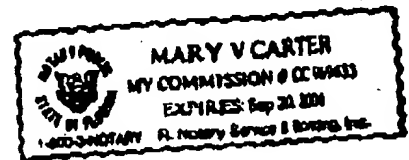
Name TAMORA ANNE HANNA
Notary Public Notary Public of New Jersey
My Commission Expires Registered in Hunterdon County
[Notarial Seal] My Commission Expires March 25, 2002

STATE OF FLORIDA)
COUNTY OF ORANGE) ss:

I CERTIFY that on January 31, 2001, Fred M. Romano personally came before me and this person acknowledged under oath, to my satisfaction that:
a.) this person signed, sealed and delivered the attached Patent Assignment as Vice President of Agere Systems Guardian Corp.; and
b.) this Patent Assignment was signed and made by Agere Systems Guardian Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.



Name
Notary Public
My Commission Expires:
[Notarial Seal]



Delaware

PAGE 1

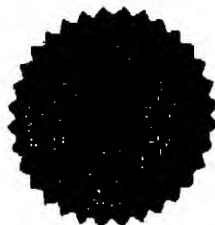
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"AGERE SYSTEMS GUARDIAN CORP.", A DELAWARE CORPORATION,
WITH AND INTO "AGERE SYSTEMS INC." UNDER THE NAME OF "AGERE SYSTEMS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF AUGUST, A.D. 2002, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTY-FIRST DAY OF AUGUST, A.D. 2002.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

9268412 8100M

AUTHENTICATION: 1959517

020545229

DATE: 08-29-02

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 08/29/2002
020345223 - 3269412

CERTIFICATE OF OWNERSHIP AND MERGER

OF

**Agere Systems Guardian Corp.
(a Delaware corporation)**

INTO

**Agere Systems Inc.
(a Delaware corporation)**

UNDER SECTION 253 OF THE GENERAL CORPORATION LAW OF THE STATE OF DELAWARE

Agere Systems Inc., a corporation organized and existing under the laws of Delaware ("Corporation"), DOES HEREBY CERTIFY:

FIRST: The Corporation is the owner of all of the outstanding shares of common stock of Agere Systems Guardian Corp., which is also a business corporation of the State of Delaware.

SECOND: On August 22, 2002 the Subsidiary Governance Committee of the Board of Directors of the Corporation adopted the following resolution to merge Agere Systems Guardian Corp. into the Corporation:

RESOLVED that Agere Systems Guardian Corp., a Delaware corporation, shall be merged with and into Agere Systems Inc., a Delaware corporation, with Agere Systems Inc. being the surviving corporation, and Agere Systems Inc. shall thereupon assume all of the obligations of Agere Systems Guardian Corp."

THIRD: That the merger authorized hereby shall become effective as of 9:00 a.m. Eastern Standard Time on August 31, 2002.

Executed on August 22, 2002

AGERE SYSTEMS INC.

By Paul Bento
Paul Bento, Vice President

APPENDIX B (continued)

Transferred Patents

Case Name	Filing Date	Issue Date	Patent No.	Serial No.
Curtin 14	6/10/2000			09/568017
Curtin 15	6/18/2000			09/573383
Curtin 2	3/2/1998	8/8/2000	09/034158	6101469
Curtin 4	8/10/1998		09/150582	
Curtin 7	3/28/1999	8/1/2000	6097285	09/277317
Curtin 8	5/28/1999			09/322238
Curtin 9	6/18/2000			09/585242
Cuthbert 18-4	9/29/1997		08/839422	
Cuthbert 20	7/19/1999			09/356638
Cuthbert 21-3	9/30/1999			09/408115
Cwynar 8-28-1-8-2	1/18/2000			09/484310
Dabbagh 2-7-8-20	8/18/2000		09/640329	
Dacy 1-3	3/5/1999			09/263173
Dagdeviren 14	1/30/1998		09/015568	
Dagdeviren 18	3/31/2000			09/540475
Dagdeviren 19	12/9/1999			60/169961
Dagdeviren 20	7/21/2000		09/621118	
Dagdeviren 21	7/21/2000		09/620938	
Dale 1-1	10/12/1999			09/416625
Dang 1-13-1	9/11/1998		09/151659	
Dangelmayer 3-18-1	10/14/1999			09/417509
D'Arcy 12-1-13-2-5-1	12/2/1998			09/203842
D'Arcy 2-1-1-1	12/18/1997		08/997117	
D'Asaro 23-28-5-2-21	12/13/1995	4/11/2000	6048751	
Dautartas 48-33-41-33-18	6/18/1999			09/334262
Dautartas 48-41-8-49-24-5	7/29/1999			09/382682
Dautartas 50	6/4/1999			09/326200
Dautartas 53-18	6/9/1999			09/327793
Dautartas 54	6/30/1999			09/343288
Davies 7-3	4/2/1999			09/285920
Davis 11-16-8	9/13/1999			09/394087
Davis 21	7/28/2000		09/625871	
Davis 22	7/26/2000		09/628221	
Davis 5-2-7-18-3	4/10/1998		09/058203	
Davis 8-8-5	9/13/1999			09/394096
Davison 3-6-18	8/18/2000		09/641899	
Day 1	9/18/1999			09/397449
Day 2	9/15/1999			09/397832
Dayal 1-6-2	5/11/1998		09/075065	
Dayal 4	2/16/2000			09/504749
Dayoub 1-1-2-1	8/12/1999			09/372859
DeBusk 1	9/5/1997		08/824268	
DeBusk 3-8-57-1	12/2/1998			09/205414
DeBusk 4-1	1/13/1999			60/115768
DeBusk 5	6/2/1999			09/324696
DeBusk 6	7/8/1999			09/350589
Decker 12-30	11/23/1998			09/197819
Decker 1-2-8	8/18/1998		09/138741	
Decker 7-24	10/18/1998	8/29/2000	6110578	09/173502
DeFelice 1-1-2	1/21/1999			09/235011
Degani 12-8-25	9/3/1992	6/20/2000	6077725	
Degani 33-22-11	5/14/1997		08/855687	
Degani 42-28-58	5/19/1998		09/081448	
Degani 43-20-3	7/21/1998		09/120148	
Degani 44-28-21-59	9/8/1998		09/149804	
Degani 45-30-22-80	9/8/1998		09/149803	
Degani 48-4	10/14/1998			09/172467
Degani 47-9	1/28/1999	6/13/2000	6074897	09/238708
Degani 49-32-24	7/1/1999			09/346100
Degani 52-34-67	10/22/1999			09/425708

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